A bill to be entitled
An act relating to motor vehicle glass; amending s. 559.920, F.S.; prohibiting motor vehicle repair shops and their employees from offering anything of value to a customer in exchange for making an insurance claim for motor vehicle glass replacement or repair, including offers made through certain persons; providing that the failure of a motor vehicle shop or one of its employees to provide certain written notice to consumers regarding recalibration of safety-related systems is an unlawful act; creating s. 559.9201, F.S.; defining terms; providing requirements that must be met in order for an assignment agreement to be valid; requiring an assignee to hold harmless an assignor when certain requirements are not satisfied; requiring that an assignment agreement be provided to an insurer at a specified time; providing requirements relating to service of written notices of intent to initiate litigation; requiring insurers to respond to a notice within a specified timeframe; requiring insurers to have certain procedures relating to disputes; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 559.920, Florida Statutes, is amended to read:
559.920 Unlawful acts and practices.—It shall be a violation of this act for any motor vehicle repair shop or
employee thereof to do any of the following:

(1) Engage or attempt to engage in repair work for compensation of any type without first being registered with or having submitted an affidavit of exemption to the department.

(2) Make or charge for repairs which have not been expressly or impliedly authorized by the customer.

(3) Misrepresent that repairs have been made to a motor vehicle.

(4) Misrepresent that certain parts and repairs are necessary to repair a vehicle.

(5) Misrepresent that the vehicle being inspected or diagnosed is in a dangerous condition or that the customer’s continued use of the vehicle may be harmful or cause great damage to the vehicle.

(6) Fraudulently alter any customer contract, estimate, invoice, or other document.

(7) Fraudulently misuse any customer’s credit card.

(8) Make or authorize in any manner or by any means whatever any written or oral statement which is untrue, deceptive or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue, deceptive or misleading.

(9) Make false promises of a character likely to influence, persuade, or induce a customer to authorize the repair, service, or maintenance of a motor vehicle.

(10) Substitute used, rebuilt, salvaged, or straightened parts for new replacement parts without notice to the motor vehicle owner and to her or his insurer if the cost of repair is to be paid pursuant to an insurance policy and the identity of
the insurer or its claims adjuster is disclosed to the motor vehicle repair shop.\textsuperscript{†}

(11) Cause or allow a customer to sign any work order that does not state the repairs requested by the customer or the automobile’s odometer reading at the time of repair.\textsuperscript{†}

(12) Fail or refuse to give to a customer a copy of any document requiring the customer’s signature upon completion or cancellation of the repair work.\textsuperscript{†}

(13) Willfully depart from or disregard accepted practices and professional standards.\textsuperscript{†}

(14) Have repair work subcontracted without the knowledge or consent of the customer unless the motor vehicle repair shop or employee thereof demonstrates that the customer could not reasonably have been notified.\textsuperscript{†}

(15) Conduct the business of motor vehicle repair in a location other than that stated on the registration certificate.\textsuperscript{†}

(16) Rebuild or restore a rebuilt vehicle without the knowledge of the owner in such a manner that it does not conform to the original vehicle manufacturer’s established repair procedures or specifications and allowable tolerances for the particular model and year.\textsuperscript{† or ††}

(17) Offer to a customer a rebate, gift, gift card, cash, coupon, or any other thing of value in exchange for making an insurance claim for motor vehicle glass replacement or repair, including an offer made through a nonemployee who is compensated for the solicitation of insurance claims.

(18) Pursuant to the repair or replacement of motor vehicle glass for motor vehicles equipped with safety-related systems
requiring calibration, fail to provide written notice to the consumer that repair or replacement will require recalibration of safety-related systems and whether that calibration will be performed and meet or exceed the manufacturer’s procedures or specifications, and, if recalibration is not performed or not completed successfully, written notice to the consumer that the vehicle should be taken to be recalibrated by a professional capable of performing a recalibration that meets or exceeds the manufacturer’s procedures or specifications. Written notice must be in at least 12-point type.

(20) Perform any other act that is a violation of this part or that constitutes fraud or misrepresentation.

(19) Violate any provision of s. 713.585.

Section 2. Section 559.9201, Florida Statutes, is created to read:

559.9201 Repairs pursuant to assignment agreements.—

(1) As used in this section, the term:

(a) “Assignee” means a person who is assigned post-loss benefits under comprehensive or combined additional coverage under a motor vehicle insurance policy for windshield damage through an assignment agreement.

(b) “Assignment agreement” means any instrument by which post-loss benefits under comprehensive or combined additional coverage under a motor vehicle insurance policy for windshield damage are assigned, transferred, or acquired in any manner, in whole or in part, to or from a person providing services to repair or replace motor vehicle glass.

(c) “Assignor” means a person who assigns post-loss benefits under comprehensive or combined additional coverage
under a motor vehicle insurance policy for windshield damage to another person through an assignment agreement.

(2) In order for an assignment agreement to be valid:

(a) The assignment agreement must include all of the following:

1. A written repair estimate prepared pursuant to s. 559.905 which cannot be waived, with a clearly defined total amount to be billed to the insurer.

2. The following disclosure in at least 16-point type:

   ...(INSERT ASSIGNEE NAME)... HAS TAKEN AN ASSIGNMENT OF BENEFITS FOR YOUR COMPREHENSIVE OR COMBINED ADDITIONAL COVERAGE UNDER YOUR MOTOR VEHICLE INSURANCE POLICY. ...(INSERT ASSIGNEE NAME)... INTENDS TO FILE A CLAIM WITH YOUR INSURANCE COMPANY, AND MAY ALSO BE ENTITLED TO FILE A LAWSUIT IN YOUR NAME, PURSUANT TO THIS ASSIGNMENT OF BENEFITS AGREEMENT. BY SIGNING THIS ACKNOWLEDGMENT, YOU ACKNOWLEDGE THAT ...(INSERT ASSIGNEE NAME)... INTENDS TO FILE A CLAIM WITH YOUR INSURANCE COMPANY AND THAT A LAWSUIT REGARDING YOUR INSURANCE POLICY MAY BE FILED IN YOUR NAME.

3. The assignee’s name, telephone number, address, and registration number from the certificate issued by the department pursuant to s. 559.904 and the assignor’s name, telephone number, address, and signature.

(b) The assignee must, at the time of providing an assignment agreement to the consumer, comply with s. 559.920(18).
(c) The assignment agreement may not include services not provided, including, but not limited to, recalibration of safety-related systems.

An assignee that fails to meet these requirements for a valid assignment under this subsection must hold harmless the assignor for any costs that may be greater than the amount covered by the assignor’s insurer.

(3) The assignment agreement must be provided to the insurer at the time of filing the claim with the insurer.

(4)(a) An assignee must provide the insurer and the assignor with a written notice of intent to initiate litigation before filing suit under the policy. Such notice must be served by certified mail, return receipt requested, or electronic delivery at least 30 days before filing suit. The notice must specify the damages in dispute, the amount claimed, and a presuit settlement demand. Concurrent with the notice, and as a precondition to filing the suit, the assignee must provide the insurer and the assignor a detailed written invoice of services, including itemized information on equipment, materials, and supplies; the number of labor hours; and, in the case of work performed, proof that the work has been performed in accordance with accepted industry standards.

(b) After receiving the notice specified in paragraph (a), an insurer must respond in writing to the notice within 15 days. An insurer must have a procedure for the prompt investigation, review, and evaluation of the dispute stated in the notice and must investigate each claim contained in the notice in accordance with the Florida Insurance Code.
Section 3. This act shall take effect July 1, 2021.